1893-029 Chancery Causes: H. M. Harber vs. Reese Gillespie &c
Lee Co.

Crusenberry, Stapleton, Kirk, Maness, Hughes, Farley, Woodard,
King, Burgan, Kelly, Burgin, Duncan, Green

-Deed

CH-Debt
T-Property

To the Hon. H. S. K. Morison, Judge of the Circuit Court for Lee County, Virginia:

Humbly complaining your orator H. M. Harber, a citizen of said County & State makes respectfully represent unto your honor that one Wm. Stapleton many years ago departed this life intestate seized & possessed of a ~~small tract of land lying~~ and being in said County on the water of Stone Creek; that said Stapleton on his death left surviving him a widow, Nancy, and six children, to wit: George Stapleton, Lavina Stapleton now the wife of Henry Kirk, Ellen Stapleton now the wife of Chas. Maness, Alfira Stapleton now the wife of France Kirk, Sarah Stapleton now the wife of Elihu Hughes, and Louisa Stapleton now the wife of Hillis Farley; ~~that Wm. died then in addition thereto on that death of the~~ said Wm. Stapleton said real estate by the law of descents descended & and passed to his said children subject to the said widows dower rights in the same.

Your orator makes also show unto your honor that all of said children as well as the said widow have sold their reputation in

lands in said land, the said Louisa and Hillis Farley selling their one-sixth interest in the same to Henry Kirk who sold the same interest to Rees Gillespie; the said Nancy likewise sold her dower interest to said Gillespie; the said Sarah ~~Slaughter and Lucinda Kirk their~~ said ~~husbands joining~~ with them sold and conveyed their respective interests in said land to B. F. Lemumberry who still owns the same; and the said Alfira Kirk, her said husband joining with her in the conveyance of the same, sold her one-sixth interest in said land to Jesse Slapleton who still owns the same; and the said George Slapleton and Ellen Manness her said husband sold and conveyed their respective interests in said tract of land to one H. H. Hay, who on the day of 188 sold and by deed conveyed the same two interests to your ration.

Now your orator would further show unto your honor that he sold his said two-sixths interests in said land, purchased as aforesaid to the said Rees Gillespie, for the price of $125.00

and thereupon the said Gillespie executed to your orator his notes for the payment of the said sum of money, and at the same time your orator executed to said Gillespie his bond for the title of the said two shares so sold him, but the exact nature or purport of said bond your orator does not remember and as the same is in the possession or control of the said Gillespie he is unable to see or inspect it so as to inform your honor of its contents.

Your orator will also show unto your honor that the said Gillespie has not paid the whole of said purchase price of said two shares in said land, but there is still due and unpaid a $60.00 note dew March, 1st, 1887 and subject to a credit of $ 8.75 paid Nov. 17th 1887. which note was executed to your orator by said Gillespie for the consideration of said ~~land~~ shares in said land. Said note is here filed and marked as exhibit B.

Your orator would further represent unto your honor that ~~said~~ said land has never been partitioned among those entitled thereto and that the whole tract of the said interest ~~in~~ therein is now

owned by their purchasers as afore-
said by the said Cusenberry, Jesse
Stapleton and Gillespie. For all
purposes for which it may be-
come necessary in the progress of
this cause your orator files herewith his
deed to said two shares in said
land.

Now the premises considered your
orator is advised that he has a
lien on said two shares of said
land, capable only of being enforce-
ed in a court of Chancery; and
to that end he prays, if it is neces-
sary in any wise, to have said land
partitioned among those entitled
thereto, and the two shares sold
said Gillespie as aforesaid, deemed
to be sold on a reasonable time by
a proper commissioner appointed as the
law requires, for the purpose of
satisfying said debt due your
orator & the costs of this suit, and
that Jesse Stapleton, B. F. Cusen-
berry and Rees Gillespie be made
parties defendants to this bill of com-
plaint and that they each be
required to fully and completely
answer its several allegations on
oath, And may such further, other
and general relief be granted your
orator as the nature of this cause

may be deemed proper and equi-
table. And he will ever pray &c.
May Spa- issue directed &c

E. H. Remington
S. J.

E.W.P.

3226
5207

Sal 1.50 Paid
C 9.80
Comm 3.50 Paid
N.P. 2.50 Paid
S.P. 1.75
wit 4.98 .50 Paid
S 3.20 Paid 1.70
A 15.00 Paid
$42.23

Def.
C. 2. Pd

# H. M. Harber

vs } Bill in Cham.

## Russ Gillespie et al

1889, 1st June Rules Bill filed Sps. Executed & D. Prior
" 2d June Rules Contd
" 1st July Rules Contd
" 2 " " D. N. Confd
" 1 Aug Rules ans deft Ros. bill also filed
" 2 Aug. Rules Cause Set for hearing
" Defft Continued
" Decr Decree & Contd.
1890 Contd 1891 Contd
1892 " 1893 Nov
Decree final

To the Hon. H. S. K. Morison
Judge of the Circuit Court
of Lee County Va.

The demurrer and answer of Reese Gelispie to a bill filed against him in this Hon. Court by H. M. Harber

Respondent says the pltffs bill is not good and sufficient in law and of this he prays Judgement of the Court.

But if any other or further answer, be deemed necessary answering he says it is true he executed the note sued on to the pltff, and that the same is not paid - and that it was executed as a part of the purchase money of the tract of land in the bill mentioned, and in the last - installment thereof: The original price being $125. And he claims no credits for payment, other than the one endorsed thereon and set out in the pltffs bill except a small claim of $4.00 and some small unit of wit which will be fully proven.

It will be seen however that by the pltffs own exhibit he does not deny that he was to make good title thereto and indeed he purports to do so - But your orator denies that the pltff can do so. This land so belonging to Wm, Stapleton is a part one third of a bonediary of land sold by one Benj. Dickinson to George Smith Sr. George Smith Jr. and Addison Smith, who afterwards alienad it to Robert, Wm and Jesse Stapleton, who afterwards partitioned the same, and the land here sold as stated by the pltff was derived from Wm Stapletons heirs, and was sold and conveyed as stated by him These lands contain valuable deposits of coal, which indeed constitute their main value - And the said Dickinson in his conveyance to Smiths, retained and reserved unto himself, and his heirs one half, of all the coal ~~and~~ so contained in said tract

this was unknown to your or-
ator at the time he purchased.
He bought it all and has paid
for it all as agreed except as
before stated - And the pltff sold
it all and made no reserva-
tion whatever - This one half
the coal right so retained and
now claimed by the vendors or
their heirs of said reservation
is far more valuable than the
note sued on. And when the
pltff procures that part of his
title, your orator stands ready
to fully perform his part of
said contract and pay the same
This he is advised the pltff is
bound to do or make suitable
deductions therefor, which your
respondent prays for should he
fail to make title and having
now fully answered he prays
to be dismissed &c.

A. L. Pinckerneye

p. 2.

Virginia: Lee County to wit:
Reece Gillespie this day
personally appeared before
me and made oath in due

form that the statements made in the foregoing affidavit, so far as they depend upon his own knowledge are true, and so far as they depend upon information received from others he believes them to be true. Given under my hand this Aug. 2nd 1889

J. Flathgott J.P.

Rec'd Aug 5 1889

H. M. Harden

Filed Aug 1st 1889 Peter Peterson

Filed Aug 5th 1889

J. Flathgott

H. M. Harbee Complt
vs
Russ Gillespie et al Defts
} In Chancery.

It being stated at bar that plaintiffs debt in said cause had been paid ~~&~~ & there being nothing further to be done therein, said cause is ordered to be stricken from the docket.

H. M. Harbee

vs } Decree final

Rose Gillespie et al

Entered O. 13,
Page 437.
March 7 1893
J. A. G. Hyatt C.

Enter this
March 7 1893.
R. L. [illegible]

[illegible] and decreed that Jones & Smith as
receivers for said defendants the sum of
$290.67 which legal interest thereon from

H. M. Harker Compl't.
vs. } In Chancy.
Ruse Gillespie & Def't

This cause came on again this day to be heard upon the papers formerly read in the cause and the report of Comr. Hyatt filed therein. Ans was argued by counsel. Upon consideration of all which and for reasons appearing to the court it is ordered, adjudged and decreed that the plaintiff recover from the def't. $40.00 with legal interest thereon from the 1st day of Nov. 1886 till paid subject to a credit of $8.75 as of nov. 17/87 and the costs of this suit, except the ~~costs~~ costs incurred by reason of the inquiry before Comr. Hyatt in ascertaining the abatement to which the comr. found the def't entitled to, which costs are decreed to be paid by the plaintiff, and ~~the court further~~ ~~collection of which the writ may issue~~ ~~issue~~ ~~will place the same on the record~~ ~~in favor of the def't as herein decreed~~

It is further adjudged, ordered and decreed that if said def't does not pay the debt and costs above decreed the plaintiff within 30 days from the ~~adjudged, ordered and decreed~~ adjournment of this court, ~~it is~~ then E. W. Pennington who is hereby appointed a Special Comr. for the purpose will proceed to sell the land

in the bill and proceedings mentioned or so much thereof as may be necessary to pay said debt and costs to the highest bidder and on some court day and at public auction at the front ~~day~~ door of the court house of Lee County. But before said Commissioner proceeds to execute the terms of this decree he will advertise the time, terms and place of sale in the neighborhood of said land and at the court-house door. Said sale shall be made on a credit of three months, except a sum sufficient to pay the costs herein decreed & cost of sale shall be laid down, and the commissioner will take bond with approved security for any deferred payment. But before executing the mandates of this decree said commissioner will execute bond with approved security from date of sale in a penalty of $100.00 conditioned as the law requires in this cause. And this cause is continued.

Thos Lee
vs
Stillwaggon

Entered in A. 18-6
256-7-
J. A. H. Hyatt

Entered this
April 1 1890

H. M. Harber Pltff
against } Lichy
Reese Gillespie defr

This cause came on to be heard upon the bill of the pltff, the answer of the defendant and depositions of witnesses - and was argued by counsel - On consideration of which and for reasons appearing to the Court - John A. G. Hyatt one of the Commissioners of this Court will ascertain and report what was the price agreed to be paid for the pltff land sold & deeded to the defendant and what is the relative value, of one half the coal and mineral right as compared with said gross tract - He will report any fact deemed material by him or required by either party, & the cause is continued.

H. M. Harber
v
Deere
Reese Gillespie
et al

Nov. 7. '89

Entered Clerk
O. B. page 241
Dec. 5 - 1889
J. H. L. Smith C

Entered this,
Dec. 5 1889
H. L. K. M.

Depositions of Charles Gillispie J. F. Burgan and George Pennington & others taken before V. H. Kelly notary of Public for Lee County State of Va at the Residence of Reese Gillispie's on the 30th day of August 1889 to be read as evidence in a certain suit now pending in the Circuit Court of Lee County & state of Virginia wherein Henry M. Harbor is plantiff & Reese Gillispie is defendant — The parties being first sworn

Deposition of Nelson Woodard being first sworn he deposeth & say

Me and Mr R Gillispie was at John S Burgans at R Gillispies & Russell store & the talk come up about the land that Gillispie had bought or was about buying of Henry Kirk I think I told him that one half the Coal was already sold

Question 1st By Defendant what time was it that this conversation took place

Ans. I dont. Know.

Ques 2nd " Did you informe me at the store above alluded to or, did, Jas Cruncomb about the coal being sold

I, did. & further he says not

Nelson his x mark Woodard

Also Deposition of Richard L Kirk taken at the same time & place for the purpos mentioned in the caption above to be read in favor R. Gillispie witness being first sworn He deposeth & says

Ques In Regard to ~~your~~ depositions taken at town in this case on the 21st of Aug 1889 How long was it before I bought this land

Recd. Gillespie
adv. Defs
H. M. Harlan

Regd by Deck
& filed Sept 2 1859
J. A. Rodgers Clk

n. P. 2.50
J. P 1.75
wit 2.00
$6.25

2.98
.50
$3.48

That I sent you to buy the land of Mr Harbor as you stated in your Deposition on 21st of Aug 1889 Ans I dont recollect.

2d Q. When you went to Mr Harbor as you say you did what did Mr Harbor say?

Ans said for ~~you~~ to come down ~~I would~~ he talked like he would let ~~him~~ you have it

Mr Kirk did he not say at that time he had not determed what he would do

Ans I think not — You wer not present when the trade was made. I was not. You dont know then on what propositions we traded Ans. I do not. Know anything of the conditions of the trade. & further this deponant says not

Richard L. his + mark Kiring

Also Depositions of John. F. Bugar taken at the same time & place & for the same purpos mentioned in the Caption witnes being first sworn he deposeth & says

Ques By Defendant

Did not James Cruceenberry say in your presance the other day that the Deed of partition between Robert Stapleton Jessee Stapleton & William Stapleton would hold good Ans He did & the cod right was yet good that he would hold it under the decree of the cowl & further this deponant says not

John. H. Burgin

Also the Deposition of Charles Gillispie taken at the same time & for the same purpose and place mentioned in the Caption witnes being first sworn he deposeth & says

I was not presant all the time while they wer trading My understanding was if Mr Harbor would make him (my father) a general warantee deed he would ~~buy~~ take the land & run all risks in reguard to the Dower with W. H. Wax. and further this witness says not —

Charle Gillespie

Also the Depositions of Reese Gillispie taken at the same time place and for the same purpus mentioned in the caption in behalf of himself he beeing first sworn he deposeth & says — Asto the Coal right the conversation of Nelson Woodard & James Crucenberry I have no recollection whatever There was a conversation between Wm Crucenberry & myself in which he said the coal right onehalf was gone or at least he understood it was so. but this conversation occurd long after this previous conversation occurd — If I mistake not it was about the time I bought the Miller Dower. that was I think about 1885 or 1884 though not positive about the date at that time I was under the impression that the Coal right that was gone or ½ half sold was on the Wynn land & another thing that confirmed that thing was that after I bought Mr Harbors Interest Peter Miller came in here looking after the Miller heirs Interest in the Coal. he stoped heare & I had a conversation with him & he said he had a Interest in the Wynn land coal right but never mentioned having any Interest in the Stoppleton land & went on to say he wanted to form a Coal & Lumber Company with us for

here & never spoke a word about him or the Miller heirs owning any part of the coal on the Stapleton lands & in the spring of 1887 I Optioned my lands to one Mr Kyle of Penn for 90 days & I enclided the lands I bought of Mr Harbor thinking I had a general Warantee Deed & I had at that time his bond in my possesion for a general warantee Deed. I gave my Option for a general warantee Deed & about that time there came up a considerable talk about coal rights beeing previously sold of some lands & among others of of the lands I had bought. I went to town examined the record & found I had given Mr Kyle a bond for a deed I could not make Mr Kyle came back hear a few days before the Option run out & insisted on me extending the option sixty days longer which I refused to do from the fact I could not make a deed by the bond I had given. Sugg & as to the trade I will leave to the Deed Mr Harbor has filed in his papers in this case and further this witness says not —

Mr. Harbor

and

Rees Gillespie

The within Depositions was taken before me at the time and place & for the purpos mentioned in the caption was read to them & signed by them in my presence Plaintiff & Def Both present - Given under my hand Aug 30th 1889

W. H. Kelly, N.P.

N.P. Fee $2.50

Deposition of V H Kelly Taken before John L Pennington a justice of the Peace for Lee County & state of Virginia at the house of Reese Gillispie in the Pocket & in the afore said County in the case now pending in the circuit court of afore said County & state wherein Henry M Harbor is plantiff & Reese Gillispie is defendant witness being first sworn he deposes & says

Mr Kelly that deed that Mr H M Harbor made to me was it not acknowledged before you

Ans I think I wrote it & took the acknowledgement of the Deed & the deed shows the contract between Mr Harbor & wife & Mr Gillispie whether or not Mr Gillispie was present or not I dont recollect but I think he was not & further he says

V. H. Kelly

The above Deposition of V H Kelly was taken before me John L Pennington a justice of the Peace in Lee County Virginia in my presence & for the purpose mentioned in the Caption Plantiff and the defendant both present in the afore said County of Lee & state of Va This Aug 30th 1889

J. L. Pennington J. P.

Witness $ .50
$ .75 J P cost
$1.25

Commr's office Jonesville Va
January 17. 1890

Henry M. Harber Pltff
vs
Reese Gillespie et al Defts } In Chy

The depositions of John S. Burgin, Jessie Stapleton and Robert Stapleton & others taken, at the time of taking an account in the above styled cause, which witnesses are introduced by the Plaintiff.

Present Plaintiff and his Atty and Defendant, Reese Gillespie who claims that he is taken by surprise and that he is not ready for the taking of depositions on to day - and by an agreement between the parties the further taking of depositions in this cause is continued until Wednesday the 22. January 1890. at this place.

J. A. G. Dryatt Comr.

Wit claim
Robert Stapleton
claims 66
Jessie Stapleton
claims 66
John Burgin 50

Comr's. office Jany. 22. 1890

Met pursuant to adjournment Present Pltff. & Deft. and their attorneys

Robert Stapleton a witness of lawful age, being duly sworn and introduced by the Plaintiff deposes as follows....

Ques. 1st. By Plaintiff.

Are you acquainted with the land sold by H. M. Harbin to Rus Gillespie. If so state what you may know about any coal being on said land.

Ans. I am acquainted with said land, and have known it ever since the year 1857, having lived on a part of an original tract out of which this tract was taken, ever since the time above stated until the present.

I have searched over this land for coal. I found one bank of edged coal - near the top of the some mountain about 14 feet which is on the tract of land once owned by Wm. Stapleton and 1/3 of this tract as I understand it, is the land here in question and on this same land on further examination I have found some other appearances of small veines of coal.

Ques. 2nd. By Plaintiff.

If the two undivided interests in said land on the 2nd day of Nov., 1886, including the whole of said land,

coal &c, was worth $125.00, what would you consider to be a reasonable price on said day for one-half of the coal right on same?

Ans I consider that 25$ would be a reasonable and fair amount for one half the coal right, as compaired with the way such rights was then selling.

Ques. 5. By same.

Please state, if said two undivided interests on that day, exclusive of one-half of the coal was worth $125.?

Ans I consider the Land leaving out 1/2 the Coal right, as being at that time well worth the 125$. I think the land very reasonable at that price.

X Examined.

Ques 1st By Defendant.

What was the Coal right on adjoining tracks of land selling at, the time said Gillespie purchased said tract of land?

Ans My understanding is from the traders, that the coal right on lands lying North of this land

but not adjoining, it was selling at from 50 cents to 85, & 90 cents per acre.

Quest 2 by Same.

Then as you state, if there is a vein of coal on this tract, four feet thick, is this not an extra prank for this section, and would not the price of the coal right on this land bring the highest price you have spoken of or even higher?

Ans It is not, being an edged bank and hence is not worth so much.

Q 3 by Same.

How many acre, or what proportional part of said tract of Land can be cultivated?

Ans There is about 265 acres of land in the entire tract, and don't think, taking every thing into Consideration that there is over 125 acres thereof which could be cultivated.

Q By Same.

Is the Land outside of the tindable Land fit for any purpose except for the coal and other minerals?

5 Ans - Yes it is valuable for its timber and range for stock, it is so used by we mountain folks.

Re examined.

By Plaintiff

Who purchased coal-rights in this country at the prices above named by you?

Ans - Judge C. T. Duncan is the man who bought for one Mr. Stratton.

By same.

With a coal-right on lands, wanes timber &c, rights of ways &c be worth anything to the purchaser of the coal rights if so what per acre -

Ans It would, it would in my opinion be worth at least 10 cents on the acre.

By same.

Are you position that any coal has been sold in this country on Nov. 2nd 1886?

Ans - I am not. The Deeds of such purchases would show this.

By same.

What kind of timber on said lands and has it any value?

Ans - The land has poplar & oak timber on it which

is valuable, but I dont know as to the quantity it is about an over age with other mountain land in the neighborhood, there is also chestnut + pine timber on it.

Ques 1 By Commissioner
If the Land on the day of sale was worth without any reservations whatever 125$ what in your judgment was it worth less one half the coal right?

Ans One hundred Dollars.

And further this witness saith not.

his
Robert x Stapleton
mark

Witt claim 66$.

John S. Birpin another witness of lawful age being duly sworn deposes and says.

Ques. 1 by Plaintiff
Are you acquainted with the lands sold by Plaintiff to defendant, if so state what you may know of any coal on the same.

Ans- I am somewhat acquainted with said - I know the land. I think there is some coal on it

I have observed some coal where it has been raised from a bank near the creek which is on the down part of said land.

By same.

What would you consider 1/2 of the coal right on said two undivided interests to be reasonably worth, if the whole was worth $125.00 on the 2nd day of Nov. 1886.

Ans - I dont know, but my best opinion is that it was worth 25$.

X Examined

Ques 1 By Defendant.

Taking in consider the damage to the Plaintiff, of running over the land, mining and ~~ex~~ravaling the coal, and such other damages as are perpetrated by mining, what further damages ~~that~~ the said $25, do you consider that the plaintiff is entitled to?

Objected to because impertinent &c there being no damages proven &c

H. M. Harker &c

Ans It would be owing to how much coal they would find - or what damage would be done - So I cannot say

because I never saw any such work done.

wit claim 50 cts. And further this witness saith not

John L. his x mark Burgin

Jessee Stapleton an other witness of lawful age being duly sworn deposes and says.

Ques 1 By Plaintiff.

Are you acquainted with the land sold by Plaintiff to Defendant, if so state what you may know about any coal on the same?

Ans. I am acquainted with said land and own one share therein and have known it for about 40 years, I never saw but little coal on the same, I saw some little coal taken out of a bank, not over a foot thick, there is not an acre of said land that I have not had my foot on.

Ques. 2 By same. If said two interests in said land on the 2nd day of Nov., 1886, was worth $125.00, what would you consider one-half the coal right on same to be reasonably worth at said time?

Ans - I consider that 25¢ would be a very high price for it, because where nothing is to be seen, but little value in my judgment exist.

Examination

2, By plaintiff.

How much have you been offered for your interest in the coal right in this land, and what would you now take for the same?

Objected to because immaterial.

H. M. Harlan -

Ans. I optioned the coal, mineral and all timber from 15 inches down, on my lands about one year ago, to an English Co. at 3¢ per acre, but said option expired so no trade was made - I would take 50 cents per acre for the Coal right on the 1/6 share I own in this tract, because I dont think there is but little if any Coal on it, there is some little appearances of Coal on the branch, but none of any value.

And further this witness saith not.

his
Jessee x Stapleton
mark

Wit Chgs
66¢

The foregoing depositions were taken subscribed and sworn to before me at the time and for the purposes mentioned in the caption.

J. A. Pratt Com

Ex. Wm Parsons
vs
Wm White
Decl. Judgment

Filed Dec. 7, 1850
[illegible]

[illegible]

Commissioners Office Louisville Ky
January 22nd 1870

Reese Gillespie
vs
W. M. Harber

Del Blanny

The depositions of V. H. Kelly & others taken at the time of taking an account in the above styled cause, which are intended when taken to be read as evidence of the Defendant Gillespie — Present Dft & Plf & their attorney. Said V. H. Kelly being first introduced & being of proper age & being duly sworn deposes and says:

~~Question by Plf~~ I am tolerably well acquainted with the land here in question, having frequently passed through the same — I consider that 25 or 30 $ would be the fair value of ½ the coal right on the land sold by Plf to Dft. Considering 125 $ for the entire interest with no reservations, But little of this land especially the

Mountain portion is valuable only for its timber and coal and mineral advantages, I would say that ½ of said land could be cultivated.

Witness 50¢ And further this witness sith not

T. H. Kelly.

Wm. L. Cruzenberry being duly sworn deposes and says.

I am well acquainted with the land in dispute & interest here in question.

The coal has not been opened up on this land, to show to what extent it exists.

I consider one half the coal right on said land as being worth one half the land, hence I would put it as worth in this case $62.50.

Examined.

By plaintiff.

Please state if the surface timber of said land on Nov. 2nd 1886 was worth any thing, if so what?

Ans.- Of course it was of some value I suppose it was at that time worth 50 cents per acre.

On Nov. 2nd 1886 what was the coal on said land worth per acre?

Ans. It was not at that time of any value because there was no market for it.

By Plaintiff.

If it was of no value at that time, then the only apparent value of said land was in the surface timber?

Ans It was.

And further this witness saith not.

50¢ claim

W. L. Emeenberg

Elbert Stapleton being next duly sworn deposes and says.

I am well acquainted with the land sold by Def to Deft, I have been raised and lived all my life near by the same and I am now 33 years old.

I consider the coal right on said land as being reasonably worth 30¢. at the time said trade was made.

And further this witness saith not.

not claim 50¢

Elbert Stapleton

The foregoing depositions was taken subscribed and sworn to before me at the time and place and for the purposes stated in the caption.

L. A. L. Hyatt Comm

Please filed
[illegible]
[illegible]
[illegible]
Filed Jan. 22 1/8 20
L. A. L. Hyatt Comm
[illegible]
[illegible]

The deposition of L. T. Duncan and Colbert Stapleton taken before the undersigned Commissioner, on this 17th day of February 1890. by Reese Gillespie adv. R. Barber, in a chancery cause pending in the Circuit Court of Lee County Va.

The said L. T. Duncan being duly sworn deposes & says.

Quest. Please state, whether or not you are acquainted with the market value of coal right in the neighborhood of this land? If so what is or was it about the time of this trade and what would be the relative value of ½ the coal right on this tract compared with the price contracted?

Answer. I am partially acquainted with the market value of coal rights in the neighborhood of the land purchased by Mr Gillespie from Mr Harbor. I bought the coal on several tracts of land in the pocket country in the winter and spring of 1887. one or two of these tracts is not far distant from these lands. at that time I paid from 50 cents to $1.50 per acre for the coal with the privilege of

timber for mining purposes. About the same time I bought two tracts of land in the pocket one of which is situated about one & a half miles from this tract, for this last named tract I paid $5.00 per acre and for the other about $4.00 per acre. I am hardly well enough acquainted with the land in dispute to express an intelligent opinion as to the value of the coal at that time with the land in fee simple At this date I regard the comparative value of the coal on these pocket lands as compared with the residue as much higher now than I did in 1887.

My opinion at that time was that coal with mining privileges was equal to from a fourth to a third of the value of the land as an entirety. Taking the whole pocket country over. Some tracts in that country the coal value would be higher and on others lower than above estimate relating

Examined.

Ques. 1 by Deft.

Of the coal and mining privileges was worth a third or fourth of the land as an entirety at the time Harber sold to Gillespie, what would you say the coal worth without min.

ing privileges?

Ans. Unless the owner of the coal had the right to mine it I would not regard it as worth anything.

Ques. If the hasty owning the coal had no right to timber on the premises for the purpose of mining, what would you then consider the relative value of his right to the whole value of the land?

Answer. Not being a mining Engineer or practical miner, I cannot give a very intelligent answer. I regard the right of timber for mining purposes as being of considerable value and without that right I would not pay as much for the coal by with it. I would myself make a difference of 33⅓ per cent. Though I know a great many purchases made in this County in which no difference seems to have been made.

In answer to a question by Commissioner,

Witness states that from his knowledge of the location of this land, which is very imperfect.

I would say about $14.50 would be the value of an half title to said land as I arrive at this conclusion as follows. There is as stated by both parties 265 acres in the tract. Mr Gillespie by his purchase gets 1/3 of the whole tract which would be about 88 acres. It is admitted by both parties that about 1/3 of the whole tract lies on the side of Stone Mountain I do not regard the Coal on or in Stone mountain as having a marketable value. Taken taking off one third for Stone mountain would leave about 59 acres upon which there is coal.

The price paid by Mr Gillespie for the whole of his purchase being about $1.50 per acre. I would regard the coal where there is coal, as worth 1/3 of the purchase price or 50 cents per acre, and 50 cents per acre on 1/2 of 59 acres gives $14.50, as above. This answer is based for incapably an information this day given me as to location of said land.

Re-examined by Defts Gillespie

If there is any coal seams in Stone Mountain lying horizontally

open parcel with the price paid for the whole

5

or nearly 20, has it a market value?

Ans. It would have, and according to thickness would be just as valuable as any other.

And further this witness saith not.

C. T. Duncan.

Elbert Stapleton an other witness being duly sworn and introduced by the Defendant deposes and says.

The taking of Mrs Stapleton's deposition is objected to because the deft. has had a fair examining him before the court.

E. W. Pennington.

Ans I have been over the land here in question since I gave a deposition in this cause on January 22nd 1890, on examination thereof I consider that one fourth of said tract is susceptiable of cultivation for farm purposes I consider the surface value of said land as not being worth more than 50 cents per acre

at the time of this trade coal was selling at 5 & 6 cents per bu,
I have observed Seven or Eight veins of Coal on this land, only don't know as to the depth of two seams, one is 4 feet and the other 18 inches, there was at the time of the trade some, but not very much valuable timber on said land but timber at that time in that neighborhood no market value.

Examined.

Ques. by Plff. ~~Def.~~

What was the value of the land per acre that was capable of cultivation on said land?

Ans. Three or four Dollars per acre.

Ques. 2. by same.

At the time Harber sold to Gillespie said land (Nov. 2" 1886) did the coal on said land have any marketable value, that is was any selling in that neighborhood?

Ans. I don't recollect that there was

Ques. 3. by same.

Is there any other timber on said land, except pollar timber, if so what?

Ans. There is white oak, pine, chestnut oak, chestnut, and some other kinds but not of much value, only for firewood.

Wit claim 50¢ } And further this witness saith not

Elliot Stafford

The foregoing deposition was taken sworn to and subscribed by the witness before me, this Feby 17th 1875

D. Shephard Comr

J. F. Burgin claim 50¢

Claim against R.R. Jas. E. Lonsenberry claim 50¢

Nelson Woodward claim 50¢

Please filed this
adv Defc.

F. M. Harbert

Filed Febry 17th 1890
[illegible]

R. F.

Writ $2.00

H. M. Harber
vs. } Depositions
Rus Gillespie

The depositions of Richard L. Kirk,

taken before me J. A. G. Hyatt, clerk of the circuit court of Lee County, Va. pursuant to notice hereto annexed, at the law office of E. H. Dunnington in the town of Jonesville, Va. on the 21st day of August, 1889, between the hours of 10 A. M. and 2 P. M to be read as evidence in behalf of H. M. Harber in a certain suit in chancery depending in the circuit of Lee County, wherein Rus Gillespie is defendant and H. M. Harber is plaintiff.

Present H. M. Harber the plaintiff

The witness Richard L. Kirk being of proper age and duly sworn deposes and says:

Question 1st by Pltff.

Please state if the deft. in this suit had any conversation with you about the land in the bill and proceedings mentioned, if he did, when it was and what he said?

Ans. I was at the Defts. store on

day before the trade had been closed between said parties concerning said land, and the said Gillespie got me to go and see Mr. Harber for him and authorized me to tell Mr. Harber that he would give him $125.00 for his two undivided interest in the Wm Staplelan land; that for me to tell Mr. Harber that he (Gillespie) would take the same at said price and at all risk, and stand all lawsuits that might come against it, and that Mr. Harber should have nothing more to do with it in any way. And further this witness saith not,

witclaim
Claim 82
Ticket

Richard L. his mark Kirk

James E. Mscanberry an other witness of lawful age being duly sworn deposes and says —

Question 1st By Plaintiff Counsel,

Please state if at any time about the time the trade was made between said parties for the interests of the land in the bill and proceedings mentioned, you informed Mr. Gillespie about the one half of the coal being gone off of said land. State anything you may know about it, and when such conversation may have been had.

Ans. About two years before Mr. Gillespie purchased the land in the bill mentioned of Mr. Milton Harber, in conversation with him, I informed him (Mr. Gillespie) that one half the coal vein on said land had been sold to David Miller, and that I was present at the time said ~~Sale~~ was made ~~with~~ to Miller, at an other time I heard Mr Gillespie and William Lemsenberry speaking of this coal right having been sold on said land which was about 18 months before he bought of Harber — and they said that they would go to Jonesville and ascertain how the matter stood.

X Examined

Question 1st By Defendant.

When did the first conversation you allude to take place and where ~~was~~ it! and when & where the second one

Ans As I know recollect it was at the store house of Defendant, and as I recollect in the year 1884. the second one I think in 1885 just before Hiby court.

Question 2. By same.

What brought up this conversation?

Ans Deft, was speaking of buying ~~Wm~~ ~~Stapletons~~ interest ~~in~~ Mr. Henry Kirk's interest in the Wm Stapleton land, and remarked to me that Henry was asking fify Dollars

for his interest in said land — and I told Mr. Gillespie that it was too much considering the fact that half the coal right was gone.

Question 3^ By same.

Do you know that the coal right sold to Miller, is the particular coal right on the land now in question?

This question and its answer is by Plff. objected to, because immaterial, and if the same is true there are records or writings to show the fact.

H. M. Harber by counsel

Ans. I was present when the coal right was sold to David Miller on J. D. J. Russell and Wm. Stapleton, as Stapleton and Robert Stapleton land and this is the same land here in question.

Ques. 4 By same

How do you know this?

Ans. — Because I know the land and it is situated on Stone Creek Lee County Va.

Ques 5 By same

Did you not tell Mr. J. F. Burgin on Monday last, that the deed of partition to Stapleton heirs would hold the coal right?

This question is objected to, because irrelevant and immaterial to the issue in this cause

H. M. Harber by Counsel

Ans. I did,

Ques 6th Do you know now whether the coal right is good.

Ans. I do not, the court decides such things.

Ques 7 If you dont know it now of course you did not know it when you was speaking to me — did you?

Ans. I only spoke of knowing that the coal right was sold — and only told ~~you~~ that it had been sold.

witness 1 Day 66c Ticket

And further this witness saith not.

James E. Lensenberry (his X mark)

Wm. L. Lensenberry an other witness of lawful age being duly sworn deposes and says —

Ques 1 By Plaintiffs Atty.

Do you know about the time the deft. purchased the lands in the bill & proceedings mentioned from the plaintiff.

Ans I think it was in the fall of 1886.

Ques 2 By same.

Please state if at any time before said deft. purchased said lands from said plaintiff, you heard the deft. say anything that indicated that he had been informed that any of the coal had been sold from said lands; if so, state ~~what~~ all you may know.

Ans Before this purchase was made by the Deft. from the Plff. – I myself, informed him that it was rumored and ~~understood~~ that the coal right had been sold off of said land. In same conversation we spoke of looking up the records as to the coal right, I had an indirect interest in said land, myself. My father owning apart of the same Wm Stapleton tract of land.

wit. claim 59 ticket And further this witness saith not.

W. L. Cincenberry.

Samuel Harbert an other witness of lawful age being duly sworn deposes and says –

Question 1 By Plffs. Atty.

Please state, if the Deft. in this suit had any conversation with you or in your presence in regard to the land in the bill of proceedings mentioned, if he did, when it was and what did he say?

Ans I was present when the ~~deed~~ trade was made – and in a conversation with Mr. Gillespie and the Plaintiff before the trade was made on the same day as to the claim of one Wm Oax in the same interest, Gillespie remarked that he would take the land and run all risks, and if there was any laming over it he would attend to that.–

X Examined.

Ques 1 By Defendant.

Was not the conversation you have reference to, had between me and Plaintiff, solely in regard to the dower interest of said Way?

Ans. It was.

Ques 2 By same —

Was there any dispute over any other claim except Ways on said land?

Ans. I dont recollect that there was; named that day.

Ques 3 By same —

Did not Mr. Harber on that day agree to make me a General warter Deed to his interest in said land?

Ques. by Plff. was a writing entered into in regard to the sale of said interest in said land?

Ans It was.

Then the above question of Deft is by the Plff objected to, because no parol testimony can be introduced to vary, alter or a writing. Harber by counsel

Ans to 3 question by Deft

If, he did I dont have any recollection of it, —

Ques 4 By same —

Did you witness the bond that was given by Mr. Harber for a title?

Ans – I did, but I did not charge my mind with its contents.

Ques 5 By same.

Did not I read that bond in your presence?

Ans – You did.

Ques 6 Did you not know the contents of said bond at that time.

Ans I did.

And further this witness saith not.

W. P. Harber

Jackson Grove Claim 50 Ticket
Dewey Fire 50 Ticket

The foregoing deposition were taken sworn to and subscribed by the witnesses before me this the 16th August 1889.

J. A. G. Hyatt C.

W. M. Harber
vs
No Defe
Deposition
Filed Aug. 2 1889.
J. A. G. Hyatt C.

Clerk $2.50
Wit. 2.98
Paid $ 1.70 Mo
$7.18

1889 The within, depositions are accepted & I to be, be seen the proof, filed by Plaintiff Contested the claim, and testimony the court, and the said, and deny the within proof lain. – A. Dickinson
for Appt.

H. M. Harber Pltff
vs } In Chancery
Rees Gillespie Deft

The depositions of Jackson Green and Henry Fink taken by the defendant by an agreement with the Plaintiff & his counsel, to wit the 21st Aug. 1884, at the Law office of E. W. Pennington in Jeresville Va, which when taken are intended to be read as evidence on behalf of Rees Gillespie the defendant in the above styled Cause:

Jackson Green a witness of lawful age being duly sworn deposes and says:—

Question 1st By Defendant Rees Gillespie.

Mr. Green state what you know about the land trade here in question between Me and Mr. Harber.

Ans— I was present when Harber sold you the land, and you agreed to give Harber 125$ for the land during the trade something was said about a certain claim that was asserted. — My understanding was that Harber was to make a deed of General warranty and you, Gillespie was to pay him 125$ 10$ of was to be paid down.

Mr. Gillespie said he would pay

all costs if any thing ~~which~~ ~~might~~ come up against said land, but I heard no question made over any claim except Max's on the dower.

Ques 2 By same -

Was there any thing said about any coal rights on said land.

Ans There was not in my presence, that I have any recollection of.

Examined by Plaintiff

Please state whether Mr. ~~[illegible]~~ ~~[illegible]~~ Mr. ~~Hacker~~ Gillespie a writing or bond for the title to the land sold said deft.

Ans- There was a writing said to be a bond written I believe by Mr. Gillespie executed between the parties on said day, I can't read the writing I think was read in my presence - but I don't remember the contents of said writing.

And further this witness saith not.

Jackson Green his X mark

Henry Kirkham other witness of lawful age being duly sworn upon oath and says-

Ques 1 By Rees Gillespie.

Did I purchase your interest in the Mr. Stapleton land, if so was there any thing said about any coal right?

The above question is objected to because immaterial and irrelevant to this issue in this cause

H. M. Harbis by cross-

Ans. — You did purchase my interest in said land and there was nothing said about a coal right on said land.

Ques. 2 Did you know that the coal right had been reserved in the Deed from Dickerson to Smiths and from Smiths to Stapletons?

Ans. — I had heard talk of it, but did not know that it was a fact. And further this witness saith not

Henry E. Wise
his
mark
X
Witness

The foregoing depositions were taken subscribed and sworn to before me on this 21st August 1889.

J. A. L. Pyatt Comr

Reese Gillespie

ads Depo

O. M. Harlen

Filed Aug. 21st 1889

J. H. S. Hyatt c.c.

clerk $1.00

Commissioners Office
March 11th 1871.

Henry M. Harper Pltf.
vs. } I. Knowing
Tecle Interpreter Deft.

Now the Pltf. by his Counsel Geo. W. Lemon Esq. to the Deft. Tecle in his Bonds.

In obedience to a decree entered in the above styled cause on the 4th December 1870, I notified the parties to this suit that I would on the 7th of January 1871 at my office in the County of Lowndes Ala. proceed to hear any evidence which either party might desire to introduce as to the matters referred to me, on said day and place the Pltf. and Deft. came before me when the Pltf. announced that he was not ready to proceed, and by the consent of the Deft. the 22d January was fixed upon as the day, which would suit both parties, to proceed with said case.

And pursuant to said agreement the parties assembled and thereupon the Deft. of Depositions marked A. were regularly taken on behalf of the Plaintiff and by the statement of Robert Stratton John S. Barnard Jesse Stapleton Thomas M. Moore it was shown that they knew the relative value of one half the land right on the land said the Deft. to represent at $25.

On the 2nd January 1920 the file of depositions marked F. was taken on behalf of the defendant, and we therein show the witness Mr. V. De Freitas states one half the coal right on said land without any reservations at from 20/- to 30/-, and the witness Mr. L. Lowenberg in the first place states that the half the coal right on said land is worth one half the price agreed to be paid on £62.10.0, secondly states the surface value to be 50/- per acre, and lastly says the land at the time it was sold had no coal or mineral value. Whereas - hence his evidence is of but little value and we now read the witness Gilbert Stockton states the coal right on one foot the land cost at 30/-. On the 17th February 1920 the batch of depositions marked R. C. were taken, and by the statement of the witness R. C. Devenish half the coal right on said land is worth at the time of the trade the sum of £4.10.0, but that without any mining, whereas it was not worth any thing.

The witness Gilbert Stockton was again introduced but his evidence has but little weight, in fact was further information on the matters of dispute in this

Cause. The Plaintiff filed a deed marked "M" showing that on the 20th Feby 1870, One David Miller purchased by the Cord right and one Thousand acres of land of which the land here sold is a part, at the price of $7/ and also the Deed from Grant to Dickinson marked "D." which shows that nothing but one Half the Coal was reserved, leaving no reference to mining, privilege timber &c.

And Your Commissioner from the foregoing evidence arrives at the following Conclusions First - that the price agreed to be paid by the Defendant to the Plaintiff for the land here in question was One Hundred & Twenty five Dollars, & secondly the relative value of one half the Coal right thereon is Twenty Dollars, at the time of said trade, this being a mean between the statements of the witnesses on both sides, Judge Drinnan appeared to know more of the value of such rights from the fact that he had been engaged some time often this trade in purchasing like interest

[illegible] Contract Report

[illegible]

[illegible]

| | |
|---|---|
| [illegible] | 10.00 |
| [illegible] | 1.00 |
| [illegible] | 3.50 |
| [illegible] | .50 |
| [illegible] | 3.64 |
| | 19.00 |

On or be fore the 1st day of march
1887 I promise to pay H M. Harbor Sixty
Dollars for land as described by his title
bond and I hereby waive the benefit
of the homestead & personal property exemption
as to this debt witness my hand & seal
this Nov 2d 1886

Rus Gillespie (Seal)

Dividend warrant [illegible]

[illegible] $\frac{25}{100}$ [illegible] [illegible]

„B"

This Indenture made this 31st day of October in the year of Lord one thousand eight hundred and forty eight between Benjamin Dickinson of the County of Lee and State of Virginia of the one part, and George Smith Sen. and George Smith Junr and Adison Smith of the county and State aforesaid of the other part, Witnesseth, that the said Benjamin Dickinson for and in consideration of the sum of two hundred dollars current money of the United State, to him in hand paid the receipt whereof is hereby acknowledged, doth grant, bargain and sell unto the said George Smith Sen. George Smith Jun. and Adison Smith a certain tract or parcel of land lying and being in the county of Lee, on the north side of the Stone mountain on both sides of Stone creek containing as supposed 100 acres be the same more or less without further measurement, the true intent and meaning of this contract conveyance being in gross by the boundary not by the acre, and bounded as follows to wit: Beginning on a pine and chesnut oak on the top of the mountain, at the west end of the yellow rock at 28 W 32 poles to a

chestnut oak and two black gums on the top of a ridge N 58 W 80 poles to three chestnuts and two locust on a ridge N 58 E 300 poles to a black gum & chestnut on a ridge North 60 poles to a chestnut and black oak on a high point N 77 E 200 poles to a stake in Puckett's creek thence down the same to Thomas Pennington's line thence with his lines to the McCoradey line and with McCoradey's line to three chestnuts on the top of the mountain Georg Smith sur corner. Thence with George Smith sur line to the beginning, except always out of the above boundary so much of an entry made by John Day as lies within it and so much as will be embraced by a line beginning where the 30 pole line of the above boundary comes to the Day entry running due south far enough to strike the most southern corner of the Day entry thence parallel with the said 300 poles eastward to the Painter Lick branch & thence a straight line to the black gum and chestnut on a ridge, called for at the end of the 300 poles line, and one half of any stone hole that may be found within

said boundary is always reserved to the said Benjamin Dickinson with all its appurtenances except the exceptions above made to have and to hold the said tract or parcel of land with all its appurtenances except the exceptions above made unto the said George Smith senr. George Smith junr. and Addison Smith and their heirs to the sole use and behoof of them the said George Smith senr. George Smith jr. and Addison Smith and their heirs forever, and the said Benjamin Dickinson for himself and his heirs doth covenant with the said George Smith senr. George Smith jr. and Addison Smith and their heirs, that he the said Benjamin Dickinson and his heirs, the said tract or parcel of land with all its appurtenances except as above excepted unto the said George Smith senr. George Smith jr. and Addison Smith and their heirs against the claims of all persons whomsoever shall warrant and will forever defend.

In witness whereof the said Benjamin Dickinson has hereunto subscribed his name and affixed his seal the day and year above written

Benjn Dickinson (Seal)

Lee County Clerk's office This 19th day

October 1848. This indenture of bargain and sale for land, between Benjamin Dickinson of the first part, and George Smith sen. George Smith jun and Addison Smith of the other part, was acknowledged before me and admitted to record.

J. W. S. Morrison C. C.

Clerk of the Record

Test J. R. Gibson Clk

Geo. Smith Sr et al
Benj Deane
Benj Dickinson

Deed Book 11
p. 123
J. R. Gibson Clk

This deed made this the 20th day of February 1875 between M B & Lane Comr in the Chancery Cause of B.D Martin against the heirs of Edward Dickenson and others. and the other nine Causes heard therewith of the first part; and David Miller of the County of Lee and State of Virginia of the second part; Witnesseth that whereas the said Commissioner under a decree rendered in said cause, did sell as the property of Benjamin Dickenson decd one Moiety of all the Coal that is or may be found on one Thousand acres of land in Lee County lying in the Pocket sold by said Dickenson in his lifetime to George Smith and reserved by lien in his deed to said Vendee; and that said Miller became the purchaser of said Coal interest for the sum of ($27.00) which has been fully paid. Now in consideration of the premises as well as in consideration of one dollar in hand paid, & the undersigned as said Commissioner do hereby grant and convey unto the said David Miller all the right title and interest, whether legal or equitable which the said Benjamin Dickenson at his death had in or to the said Moiety of Coal reserved as aforesaid with all its appurtenances. This interest is conveyed by said Commissioner with special Warranty

Only. Witness the following Signature & Seal this the day & year first above written

M B D Lane Commissioner (Seal)

Virginia Lee County Court Clerks Office February 26th 1878 The foregoing Deed from M B D Lane Commissioner of the one part, to David Miller of the other part both of Lee County Virginia, was this day acknowledged before me by the Said Lane Comr as aforesaid, to be his act and deed for the purposes therein mentioned

Teste James M Orr clerk

Virginia Lee County Court Clerks Office the 28th of February 1877. The foregoing Deed from M B D Lane Comr of the one part to David Miller of the other part both of the county of Lee & State of Virginia was this day admitted to record upon the Certificate of James M Orr clerk of the County Court of the County and State aforesaid

Teste R M Orr Jr D C

[illegible]

Teste John R. Gibson clk

[illegible]

KNOW ALL MEN BY THESE PRESENTS, That we E. H. Pennington
J. A. G. Hyatt

are held and firmly bound unto the Commonwealth of Virginia, in the sum of

One Hundred dollars, to the payment whereof, well and truly to be made to the said Commonwealth of Virginia, we bind ourselves and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents, hereby waiving the benefit of our homestead exemptions as to this obligation, and any claim, right, or privilege to discharge any liability arising under this bond, or by virtue of said office or trust, in any currency, funds, counter claims or offsets other than legal-tender currency of United States. Sealed with our seals, and dated 8th day of December, one thousand eight hundred and Ninety-one

The Condition of The Above Obligation is Such, That if the above bound E. H. Pennington

shall faithfully perform the duties of Commr office ~~or trust, as~~

under a decree of the Circuit Court of the County of Lee, pronounced on the (1st) first day of April, 1890, in the suit therein depending under the name and style of H. M. Stiles Plaintiff vs. Rosa Gillespie et al Defendants

and properly account for all sums of money he may receive as such Commissioner

then this obligation to be void, otherwise to remain in full force and virtue.

Signed, sealed and acknowledged in the presence of

E. H. Pennington (SEAL.)

J. A. G. Hyatt (SEAL.)

(SEAL.)

*In the Clerk's Office of the Circuit Court of the County of Lee*

This day

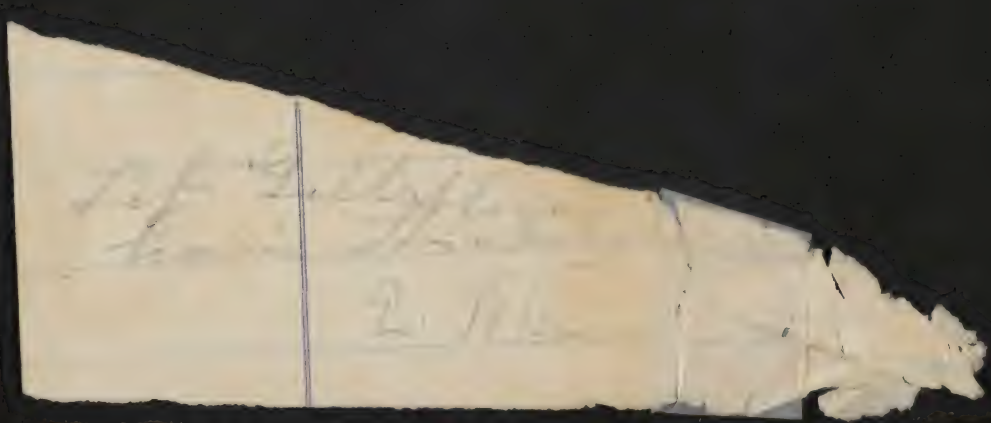
suret on the above bond, made oath before me J. A. G. Hyatt, Clerk of the Circuit Court of the County of Lee, that

estate after the payment of all just debts, and those for which bound as securit for others, and expect to have to pay worth the sum of

dollars.

Given under my hand this day of 18 .

Teste: _____ Clerk.



W. M. Warber Pltff } In Chy
vs
Reese Gillespie Deft }

In obedience to a decree entered in the above cause I will proceed at my office in the town of Jonesville Va on the 17th January 1890 to perform the duties therein directed - all parties interested will appear at said place and time, with such witnesses and evidence as they may have touching the matters in dispute.

J Alston Hyatt Comr
Jany 8 1890

To Reese Gillespie

H. M. Harbeson
vs } Notice
Reese Gillespie

To 17th Jany. 1890

Not Delivered
till the 29th Jan
1890

12.50
10.00
22.50
15
37.50

# NOTICE !

Timber

~~LAND~~ FOR SALE.

Flannery & Graham Plaintiff.

vs. } In Chancery.

F. B. Jerman & wife et al Defendant

By virtue of a decree of the Circuit Court of Lee County passed in the above styled cause at the March term thereof in the year 1890, the undersigned Special Commissioner will proceed at the front door of the court house of Lee County, on the first day of the May term thereof for the year 1890, to sell at public auction to the highest bidder on the terms hereafter stated so much of the tract of land in the plaintiffs bill mentioned as will pay the debt due him from the deft. and the cost of suit, and commission on sale a statement of which is shown below.

At this sale so much cash in hand will be required, as will pay the cost of suit and commissions on sale and as to the residue

~~and~~ six months time will begiven with interest from day of sale and the purchaser will be required to execute bond with approved security for the deferred payments.

E. W. Pennington Com'r.

The bond required by law has been given. J. A. G. Hyatt

Bill of costs

| | |
|---|---|
| To Comm. Gains | $18.00 |
| Rs. A. L. for | 1.00 |
| Atty. | 15.00 |
| Sheriff | 6.00 |
| Clerk say | 12.00 |
| Comm. for dower | 32.00 |
| Comm. of sales say | 20.00 |
| | $108.00 |

Please Post-

Ros Gillespie

TAKE NOTICE, That I on the 21 day of Aug, 1889, at the Law office of E. H. Pennington in the town of Jonesville Lee County, Va.

will proceed to take the deposition of Nelson Hardwards, Richard Kirk and others

which, when taken, I intended to be read as evidence on my behalf in a certain suit in Chancery now pending in the Circuit Court of Lee County, State of Va, in which

I am plaintiff and

You are defendant.

And if from any cause the same be not commenced, or if commenced, be not concluded on that day, the taking thereof will be adjourned from time to time, and from place to place, until completed.

Aug, 14, 1889.

Very Respectfully,

T. N. Harber

for counsel

H. M. Harber

vs } Notice to Take Deposi-

Rees Gillespie

Executed by Delivering an office copy of the within notice to the Deft Rees Gillespie this the 17th day of August 1889

A B Munsey S.C.C.

# The Commonwealth of Virginia.

**To The Sheriff Of Lee County Greeting:**

We Command You to Summon Reese Gillespie
B. F. Cincenberry and Jesse Stapleton.

To appear at the Clerk's Office of the Circuit Court of Lee County, at the Courthouse on the first Monday in June next, being rule day to answer a bill in Chancery exhibited in our said Court against these by W. M. Harber

And have then and there this writ. Witness, J. A. G. Hyatt, Clerk of said Court at the Courthouse.
This 18th day of May 1887, in the 111 year of the Commonwealth.

J. A. G. Hyatt Clerk.

*A Copy Teste*

E.H.P.

H. M. Harker
vs
Reese Gillespie et al

Copy Issue Notice 1887.

Executed by delivering office copies of the writ & to B. Flemsenburg & Reese Stockton and a like copy to the wife of Reese Gillespie after reading & explaining the same to her he not being at his usual place of abode May 24 1887

R. D. Flemsenburg
C. H.

May 24 87

25
39
18
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15
36
15
15
7.18
28
36
60
18
75
[illegible]

15.98
6.25
1.50
23.73

15.98
4.69
11.29
3.50
7.80

1.70
1.50
.20

# The Commonwealth of Virginia.

**To The Sheriff Of Lee County Greeting:**

WE COMMAND YOU TO SUMMON Samuel Harber

To appear before the Judge of our Circuit Court of Lee County, at the courthouse on the 2nd day of August 1859 term next to testify and the truth to speak in behalf of W. M. Harber in certian matters of controversy pending in our said Court between said

W. M. Harber Plaintiff, and Rice Killen

Defendant. And this the shall in no wise omit under the penalty of Twenty Dollars. And have then there this writ. Witness, J. A. G. Hyatt, Clerk of our said Court at the Courthouse.

This 14 day of Aug 1859, in the 11 year of the Commonwealth.

J. A. G. Hyatt Clerk.

H M Hurlee

vs } Sra

Rees Gillespie

Lo 21 Aug 1887

Executed by Sumoithe within witness this the 15th of august 1889

A B Munsey S.L.C.

# The Commonwealth of Virginia.

**To The Sheriff Of Lee County Greeting:**

WE COMMAND YOU TO SUMMON John F. Burgin, C. E. Pennington Elbert Stapleton

To appear before the ~~Judge~~ a Court of our Circuit Court of Lee County, at the courthouse on the 17th day of February 1890 term ~~next~~ to testify and the truth to speak in behalf of Reese Gillespie in certian matters of controversy pending in our said Court between

W. M. Harber Plaintiff, and said

Reese Gillespie Defendant. And this they shall in no wise omit under the penalty of Twenty Dollars. And have then there this writ. Witness, J. A. G. Hyatt, Clerk of our said Court at the Courthouse.

This 6th day of Feby 1890, in the 114 year of the Commonwealth.

J. A. G. Hyatt Clerk.

Reese Gillespie
and his wife
Henry M. Harber

On 17th day of Feby 1871.

We accept legal
service of this Writ
Feby 1871
Edward S. Stallter

# The Commonwealth of Virginia.

**To The Sheriff Of Lee County Greeting:**

WE COMMAND YOU TO SUMMON ~~Wm. J. Gillespie~~, Chas. Gillespie, J. F. Burgin, E. M. Burgin, and George Pennington (of E. M. P.)

W. H. Kelly N. P. of ~~Rees Gillespie~~

To appear before the ~~Judge of our Circuit Court~~ of Lee County, at the ~~courthouse~~ on the 30th day of August 1889 ~~term~~ next to testify and the truth to speak in behalf of Rees Gillespie in certian matters of controversy pending in our said Court between

H. M. Harber Plaintiff, and David Rees Gillespie Defendant. And this they shall in no wise omit under the penalty of Twenty Dollars. And have then there this writ. Witness, J. A. G. Hyatt Clerk of our said Court at the Courthouse.

This 21st day of Aug. 1889, in the 114 year of the Commonwealth.

J. A. G. Hyatt Clerk.

Rees Gillespie
ads Sp/ra

W. M. Harber

To 30th Aug. 1889 at
Rees Gillespies house

We accept legal
service of this Sp.

Accept W. H. Hill,
N P

John F. Burgin
Chas Gillespie

# The Commonwealth of Virginia.

**To The Sheriff Of Lee County Greeting:**

WE COMMAND YOU TO SUMMON Elbert Stapleton

T. H. Kelly & W. L. Lawson

a Cour.

To appear before ~~the Judge~~ of our Circuit Court of Lee County, at the courthouse on the 22nd day of January 1896 ~~term next~~ to testify and the truth to speak in behalf of Reese Gillespie in certian matters of controversy pending in our said Court between

A. M. Harber Plaintiff, and Dave

Reese Gillespie Defendant. And this he shall in no wise omit under the penalty of Twenty Dollars. And have then there this writ. Witness, J. A. G. Hyatt. Clerk of our said Court at the Courthouse.

This 17th day of January 1896, in the 11th year of the Commonwealth.

J. A. G. Hyatt Clerk.

Reese Gillespie
vs } Slander
J. M. Washburn

To 22 January 18[illegible]

I acc. & legally
remove after this
Sept. Jany. 1871

# The Commonwealth of Virginia.

**To The Sheriff Of Lee County Greeting:**

WE COMMAND YOU TO SUMMON B. F. Crousenberry, James Crousenberry, Richard Kirk, Henry Kirk, & Jackson Green ~~and Samuel Harber~~

a Cour

To appear before the ~~Judge~~ of our Circuit Court of Lee County, at the courthouse on the 21st day of August 1889 term next to testify and the truth to speak in behalf of H. M. Harber in certian matters of controversy pending in our said Court between said

Harber Plaintiff, and Rees Gillespie

Defendant. And this they shall in no wise omit under the penalty of Twenty Dollars. And have then there this writ. Witness, J. A. G. Hyatt, Clerk of our said Court at the Courthouse.

This 14th day of Aug. 1889, in the 114 year of the Commonwealth.

J. A. G. Hyatt Clerk.

H M Harber
vs } Sd
Rees. Gillespie

To Aug 21st 1889.

Executed by Summons the within witnesses this the 17th day of Aug 1889
A B Munsey S L C

# The Commonwealth of Virginia.

**To The Sheriff Of Lee County Greeting:**

WE COMMAND YOU TO SUMMON Benj. F. Cousenbury Jesse Stapleton and John S. Burgin & Robert Stapleton Sr.

To appear before ~~the Judge of~~ a court our Circuit Court of Lee County, at the courthouse on the 17th day of January 189 term next to testify and the truth to speak in behalf of H. M. Harber in certian matters of controversy pending in our said Court between said

H. M. Harber Plaintiff, and

Reese Gillespie Defendant. And this they shall in no wise omit under the penalty of Twenty Dollars. And have then there this writ. Witness, J. A. G. Hyatt, Clerk of our said Court at the Courthouse.

This 6th day of January 1890, in the 114 year of the Commonwealth.

J. A. G. Hyatt Clerk.

H. M. Harlan

vs } Sp fac
vit

Reese Gillespie

To 17th Jany 1890

We accept legal service of this Sp.

John S. Burgin

B. F. Cornelison

Jesse Stapleton

Robt Stapleton Jr.